

Reference Code : (600070128.V1.0)

\*Reference in all debit/credit memos

## US-FP-PDI-WK5-14N - 01/28/2020 - 03/31/2020 (Validity Period of Program)

<b>Program Summary</b>	Limited time: Zero Percent, Thirty Six (36) Months Financing Program on Venice & related accessories
<b>Program Period</b>	01/28/2020 through 03/31/2020
<b>Eligible Accounts</b>	<p><input checked="" type="checkbox"/> See Eligible Resellers below</p> <p><input type="checkbox"/> By participating in this Program you agree that, in order to be competitive with pricing offered to you for competing products sold by a Sony competitor, Sony must offer you the Program described in this document during the Program Period. You also agree that the reduced pricing or funding offered in this Program is necessary to meet and does not exceed these competitive offers.</p>

Eligibility From Date	Eligibility To Date	Customer Type	Customer	Description
01/28/2020	03/31/2020	Eligible Customer Group	1A	US All Auth Reseller

Promotion Period From	Promotion Period To	Customer	Commission Group	Material Pricing Group	Model	Trailing Credit	Total Instant Rebate Amount
01/28/2020	03/31/2020			CE		20,500.00 USD	0.00

<b>Definitions</b>	<ul style="list-style-type: none"> <li>Net Sell-In is equal to Reseller purchases measured in dollars, less: price adjustments and all credits and discounts (including, without limitation, corrections, price protection, returns, MDF, SMAF, SPAs, GIRs, instant rebates, soft bundles, etc.)</li> </ul>
<b>Overview</b>	<p>All requirements set forth herein are in addition to any requirements set forth in Sony 's SURE and MAP programs.</p> <p>To determine the actual price under Sony 's SURE and MAP programs, or the SPPG price recommended at any particular time, please refer to the applicable category promotional calendars.</p>
<b>Advertising Requirements</b>	<p><input checked="" type="checkbox"/> No advertising required, but guidelines apply (see attached terms and conditions)</p> <p><input type="checkbox"/> Advertising required (see attached terms and conditions)</p> <p><input type="checkbox"/> In order to receive the trailing credits under this Program, participating Resellers must advertise at least <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 Qualifying Product(s) with Bundled Product during the <input type="checkbox"/> Program Period <input type="checkbox"/> Each applicable promotion period (see chart above).</p>
<b>Promotional</b>	Models included in this program:

<b>Option(s)</b>	MPC3610/1 (VENICE) DVFEL200 CBKZ3610A CBKZ3610F CBKZ3610H CBKZ3610XS (RIALTO) VCINEPAC1/1 VLITEPAC1/1 AXSA512S48X6 AXSAR1 AXSR7
<b>Reseller Funded Value-Add Offers</b>	[ X ] Permitted    [ ] Not permitted
<b>Consumer Fulfillment</b>	<p>For consumer fulfillment accounts ("ISN" accounts):</p> <p>[ X ] Do not publish to Tech Data Express Net.</p> <p>Promotion will be treated as a "ship and debit" promotion. In such case, the Distributor must pass through the Instant Rebate or Bundle to its customers as a deduction from invoice (DFI) and may claim the Trailing Credit from Sony by submitting a Claim to Sony.</p> <p>[ ] Publish to Tech Data Express Net.</p> <p>Promotion will be treated as a trailing credit to the consumer fulfillment account. In such case, the information necessary to claim the trailing credit will be posted on the Distributor's information portal. The Distributor must pass through the trailing credit that the consumer fulfillment account may claim utilizing the Distributor's information portal. Sony will reimburse the Distributor for Trailing Credits paid to ISN accounts as set forth herein.</p>
<b>Additional Program Elements</b>	<p>Limited time: Zero Percent, Thirty Six (36) Months Financing Program on Venice &amp; related accessories</p> <p>Sony is pleased to announce the Zero Percent 36 Months Financing program that will be available to end user for a limited time. Beginning Feb 1, 2020 through Mar 29,2020 end users can take advantage of 36 Months 00 Financing on Sony Venice, Venice related accessories and Venice licenses through Sony Leasing, a program of De Lage Landen Financial Services, Inc. (DLL). A complete list of eligible models can be found in this document.</p>
<b>Additional Program Elements 2</b>	
<b>Terms and</b>	The following Terms and Conditions apply to all Sony Sales News Programs for Consumer

<b>Conditions</b>	<p>Products and are effective as of August 1, 2009.</p> <p>1. General Sony reserves the right to cancel or modify any Program at any time and for any reason.</p> <p>2. Program Variances Sony in its sole discretion reserves the right to refuse to provide credits to any Reseller (here in after a "Reseller") if any of the Program requirements are not followed.</p> <p>3. Claim Contents Sony must receive all claims within thirty (30) days of the end of the Program Period. Claims must contain the following data:</p> <p>a. Claim Information:</p> <p>(i) Sony Sales News #;</p> <p>(ii) Sony model name;</p> <p>(iii) claim quantity; and</p> <p>(iv) claim dollar amount.</p> <p>b. Applicable Proof of Performance:</p> <p>(i) Price Protection: Report showing dealer on-hand inventory by model as of the program effective date</p> <p>(ii) Sell-Through Incentives (Instant Rebates, bundles, etc.): Report showing sell-through of the qualifying models identified in the program showing model name and quantity for the Program Period; or categories</p> <p>(iii) Purchase incentives and allowances: Report showing purchase history of the qualifying models or categories</p> <p>4. Credits, Discounts &amp; Rebates Credits, discounts, rewards and rebates issued to the Reseller by Sony herein or any program announced in connection herewith by Sony are available for use by the Reseller only for the future purchase of the Qualifying Products from Sony. They are not cash equivalents, do not create a right of payment to the Reseller, and in any event are not deemed earned until Reseller has paid Sony in full for the Qualifying Products and, where applicable, Bundled Products. Any such credits, discounts, rewards and rebates are subject to all of Sony's rights under applicable state or federal law, including, but not limited to, its rights of set off and recoupment.</p> <p>If the Reseller is the subject of a voluntary or involuntary bankruptcy proceeding, automatic stay will not be applicable to any attempt by Sony to effect a reconciliation of accounts with Reseller against amounts due Sony.</p> <p>If any merchandise or amounts previously paid by the Reseller to Sony are returned, forfeited,</p>
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or subject to avoidance or similar action in a bankruptcy proceeding or a proceeding under any similar state statute or federal law, such credits, discounts, rewards and rebates will be deemed null and void and not earned, and any credits, discounts and rebates previously issued to the Reseller that, for whatever reason, are not deemed null and void, will be used to offset any amounts due Sony.

5. Advertising If advertising is required under a Program, or if the Reseller chooses to promote an instant rebate in connection with a Program, the following terms and conditions apply:

A. Advertising Approval Process. Where required under a Program's terms, Resellers must submit to Sony, for review and collaboration, their advertising vehicle plans, including advertising dates and supported SKU's, not less than fourteen (14) days prior to ad placement. If a Reseller's primary advertising vehicle is the internet, certain Programs may require that the Reseller receive prior written approval from their Sony sales representative.

B. Advertising/Layout Requirements

(i) Regardless of whether prior written approval is required, advertising must include both the Qualifying Product and the advertised price and be displayed prior to checkout (strikethroughs do not qualify).

(ii) The Reseller must use its primary advertising vehicle(s) (i.e., in-store advertising, Email blasts, magazine ads, flyers and catalogs, Sunday inserts, newsprint, radio and broadcast ads) to advertise Qualifying Products.

(iii) If a Reseller advertises on their website, the Reseller must advertise the offer on all web pages relating to the Qualifying Products during the entire applicable period in a manner at least as prominent as the most prominent third party advertisement for product sold on the Reseller's website at the same time.

(iv) If a Program requires that a particular price be advertised, Reseller must use the Advertisement guidelines as stated in the respective MAP or SURE program document.

(v) During the Program Period, Reseller may not condition its advertised price on the purchase of any additional item.

(vi) The Reseller must execute its advertising in the following format in order to collect the trailing credits being offered in this Program:

- Qualifying Product must be quoted as "after instant discount". For example, a product that might normally sell in the Reseller's storefront for \$399.99 may be presented / promoted as "Normally \$399.99, This Week! \$349.99 after instant savings" or along similar lines. The Sony Representative reviewing the advertising will have final determination as to whether the advertisement complies with applicable guidelines.

- The Reseller may not use the word "only" when referencing dates and discounts in conjunction with the execution of this Program. Advertising including terms such as "This

	<p>Week Only" or "Only This Week" when referencing the Qualifying Product pricing will not be eligible for credits under this Program.</p> <p>6. Reseller Funded Value Add Offers If a Program permits a Reseller to funded additional "Value Add Offers", Qualifying Products may be included in the Value Add Offer if it is a Global Offer. "Global Offer" means as defined under as defined under Sony's SURE and MAP programs as applicable.</p> <p>7. Audit For the purpose of verifying compliance by the Reseller with the provisions of and obligations contemplated by any Program in which Reseller claims participation, the Reseller shall, upon request, provide Sony and its representatives with sufficient documentation relating to Reseller's Claim. Reseller shall allow Sony to audit such documentation at reasonable intervals and permit Sony to make copies or abstracts there from.</p> <p>Additional Terms for B2B and Fulfillment Resellers ("Distributors")</p> <p>8. Instant Rebates</p> <p>A. For sales to B2B authorized resellers and authorized distributor accounts - Trailing Credit Promotions will be treated as a "ship and debit" promotion. In such case, the Distributor must pass through the Instant Rebate to its customers as a deduction from invoice (DFI) and may claim the Trailing Credit from Sony by submitting a Claim to Sony as set forth in Section 2 above.</p> <p>B. For consumer fulfillment accounts(sometimes called "ISN" accounts) - Unless Sony advised in writing that an ISN account is not eligible to participate in an Instant Rebate Program, the Distributor must pass through Instant Rebate amounts to each ISN account that provides the Distributor a valid claim for the Trailing Credit as set forth in Section 2 above. Sony will reimburse the Distributor for Trailing Credits paid to ISN accounts as set forth herein.</p>
<p><b>Additional Instructions</b></p>	<p>Eligible Models: Only eligible Sony products that the Venice authorized reseller is authorized will qualify for this program. Mixing of eligible models with non-eligible, or with non-Sony models is not allowed.</p> <p>Eligible models for the 0%, 36 months financing program are included in this document.</p> <p>Our 36 month financing program only applies to camera and accessories purchased at the time of the camera purchase.</p> <p>All models must be purchased through Sony. Inventory: "A" stock is eligible under this program. "B" stock may be considered on a case by case basis by Sony.</p> <p>Application Process &amp; Contact Information:</p> <ul style="list-style-type: none"> <li>-Completed credit applications may be faxed to DLL at 1-800-566-4221</li> <li>-Financial information may be requested</li> <li>-Credit authorization and final approval under this and other financing programs are at the sole discretion of DLL.</li> </ul>

-For questions on the this program or other attractive lease financing options or any other questions, please contact: Art Royter - East (email: [aroyter@leasedirect.com](mailto:aroyter@leasedirect.com)) or Robert Hoffman - West (email: [rhoffman@leasedirect.com](mailto:rhoffman@leasedirect.com))

All Terms and Conditions can be accessed:

-By logging into Dealer Source under Programs and Promotions, Sales News section